

METROPOLITAN
TRANSPORTATION
COMMISSION

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January 24, 2011

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> Steve Kinsey Marin County and Cities

Sue Lempert Cities of San Mateo County

Jake Mackenzie Sonoma County and Cities

Jon Rubin San Francisco Mayor's Appointee

> Bijan Sartipi State Business, Transportation and Housing Agency

> > James P. Spering Solano County and Cities

Amy Rein Worth Cities of Contra Costa County

> Ken Yeager Santa Clara County

REQUEST FOR PROPOSALS

Metropolitan Transportation Commission Community-Based Outreach and Involvement for the 2013 Sustainable Communities Strategy/Regional Transportation Plan

Dear Community-Based, Not-for-Profit, Non-Governmental or Faith-Based Organizations:

The Metropolitan Transportation Commission (MTC), in partnership with the Association of Bay Area Governments (ABAG), invites your community-based organization, not-for-profit organization, non-government organization or faithbased organization (collectively, "Organizations") to submit a proposal to assist MTC in inviting members of your community to participate in the development of the 2013 Sustainable Communities Strategy/Regional Transportation Plan (SCS/RTP) for the nine-county San Francisco Bay region. One objective of the SCS/RTP is to ensure that low-income communities and communities of color are consulted on critical issues related to how the Bay Area grows, where housing is located to accommodate future population growth, and the transportation network necessary to support the needs of all residents. Up to ten separate contracts may be awarded to Organizations to hold meetings or utilize other techniques to engage these communities. The ten Organizations will be asked to hold an initial outreach event/effort in April/May 2011 and to follow up with two additional efforts within the same communities in 2011 and 2012, subject to available budget in those fiscal years.

Organizations representing communities with a high probability for housing growth and development which could cause displacement of existing residents are especially encouraged to submit a proposal.

This letter, together with its attachments, comprises the Request for Proposal (RFP) for this project. Responses to this RFP should be submitted in accordance with the instructions set forth in this RFP.

# I. Proposal Due Date

Steve Heminger Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier Deputy Executive Director, Operations Interested Organizations are asked to submit one copy of their proposal to MTC no later than 4 p.m., Wednesday, February 16, 2011. Proposals may be submitted via fax, hand delivered, or mailed to MTC. *Proposals received after that date and time will not be considered (no exceptions)*. Proposals will be considered firm offers for a period of sixty days from the date of submittal to enter into a contract and perform the work described in this RFP.

## **II.** MTC Point of Contact

Proposals and all inquiries relating to this RFP should be submitted to the Project Manager at the address shown below. For telephone inquiries, call 510.817.5706 or e-mail <a href="mailto:pgrove@mtc.ca.gov">pgrove@mtc.ca.gov</a>.

Pam Grove, Project Manager Metropolitan Transportation Commission Joseph P. Bort MetroCenter 101 Eighth Street Oakland, California 94607-4700

## III. Notice of Addenda and Requests for Clarification or Exceptions

This RFP and any addenda will be posted on MTC's web site. All potential proposers are responsible for checking this web site for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP provisions must be received no later than 4 p.m., February 4, 2011 to guarantee consideration.

# IV. Background

MTC is the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. As such, it is responsible for regularly updating the Regional Transportation Plan (RTP), a comprehensive blueprint over a 25-year time frame for the development of highway, transit, local roadway, bicycle, and pedestrian facilities. Adopted in April 2009, the most recent edition of this long-range plan, is known as *Transportation 2035*.

California Senate Bill 375 (2008) aims to reduce greenhouse gas emissions through the integration of transportation and land-use planning. The law calls upon Metropolitan Planning Organizations (MPOs) in 18 regions in California to develop an integrated transportation, land-use and housing plan known as a Sustainable Communities Strategy (SCS), with the ultimate goal of reducing greenhouse gas emissions for cars and light-duty trucks. In the Bay Area, this involves MTC, as the MPO, and the region's Council of Governments, the Association of Bay Area Governments (ABAG).

MTC and ABAG, in partnership with the Bay Area Air Quality Management District (BAAQMD) and the Bay Conservation and Development Commission (BCDC), are currently preparing an update to the RTP as well as a SCS. This is a three-year planning effort, which began in 2010 and will lead to adoption in spring 2013. The SCS also must identify specific areas in the nine-county Bay Area to accommodate the entire region's projected population growth, including all income groups, over the next 25 years.

The Sustainable Communities Strategy/Regional Transportation Plan (SCS/RTP) will reflect the "Three E" goals of sustainability — Economy, Environment and Equity. The plan will be crafted with guidance from local government officials and Bay Area residents to help support a prosperous and globally competitive regional economy, provide for a healthy and safe environment, and produce equitable opportunities for all Bay Area residents. The SCS/RTP will

include targets or benchmarks for measuring our progress toward achieving these goals. More information about the Sustainable Communities Strategy/Regional Transportation Plan can be found at the regional agencies' joint web site, www.onebayarea.org.

MTC continues to work to increase its public outreach and involvement in communities covered by Title VI of the federal Civil Rights Act. Federal planning and environmental justice requirements call for early and continuing public involvement – particularly in low-income and minority communities – on key transportation planning and investment decisions. MTC and ABAG seek to partner with Organizations in communities with 1) high concentrations of poverty, 2) high concentrations of air pollution, or 3) high probability for housing growth and development (which could cause displacement of long-time residents) in order to create a dialogue with the residents in those communities. Organizations who work with individuals with Limited English Proficiency (LEP) are encouraged to submit a proposal. Media Organizations that target reporting that covers issues of low-income residents are also eligible. MTC and ABAG are seeking to tap into the expertise of Organizations that are already active in these communities by inviting up to ten (10) such groups to assist in engaging their community residents.

#### V. Minimum Qualifications

Proposals must demonstrate the following minimum qualification:

Proposer must be active in one (1) or more communities in the regions identified by MTC as a Community of Concern. For the purpose of analyzing regional equity, MTC defines communities that have concentrations of either minority or low-income residents (below 200% of the federal poverty level) as Communities of Concern. The Communities of Concern are identified in the table below.

County	Communities
Alameda	Fremont/Newark, Hayward/Union City, Ashland/Cherryland/San Leandro, Fruitvale/East Oakland, West/North Oakland, Alameda, Berkeley/Albany
Contra Costa	Richmond, San Pablo/North Richmond, Hercules/Rodeo/Crockett, Martinez, Concord, Bay Point/Pittsburg/Antioch, Brentwood
Marin	San Rafael Canal District, Marin City
Napa	Napa/American Canyon, Calistoga
San Francisco	Downtown/Chinatown/North Beach/Treasure Island, Tenderloin/Civic Center, South of Market, Western Addition/Haight-Fillmore, Inner Mission/Potrero Hill, Bayview/Hunters Point/Bayshore, Outer Mission/Crocker-Amazon/Ocean View
San Mateo	Daly City, South San Francisco/San Bruno, San Mateo, East Palo Alto, North Fair Oaks
Santa Clara	Stanford/Mountain View, Alviso/Shoreline/Sunnyvale, Santa Clara, Central San Jose, South San Jose/Morgan Hill, Gilroy, Milpitas

Solano	Vallejo, Fairfield/Suisun City, Vacaville, Dixon
Sonoma	Central Sonoma Valley, Santa Rosa, Healdsburg, Guerneville/Monte Rio

# VI. Scope of Work and Schedule

Selected Organizations will be required to complete, at a minimum Tasks 1-7 listed below for each outreach effort or event.

- Task 1. Meet with MTC and ABAG staff to gain a basic understanding of the SCS/RTP process, the issues that will be discussed at the community meetings, special events or other outreach events, and the target audience.
- Task 2. Meet with MTC and ABAG to consider and identify the optimum engagement effort for each Community of Concern. Creative ideas are encouraged in order to gather input from and engage low-income communities and communities of color in the development of the SCS/RTP through both traditional and non-traditional techniques.
- Task 3. Engage and gather input from the Community of Concern in April/May 2011, which is a key point in the development of the SCS/RTP. Subject to available budget, additional funds may become available for future fiscal years to allow selected Organizations to provide two or more additional outreach efforts at later stages in the development of the SCS/RTP (fall 2011, fall 2012). The selected Organization will serve as co-host and on-site coordinator for any activities, as appropriate. Either MTC or the Organization may facilitate any meetings held.
- Task 4. Produce and distribute appropriate materials to advertise meetings or other outreach.
- Task 5. Work within the Community of Concern to encourage participation in SCS/RTP (through presentations at other pre-existing meetings, community groups, church groups, local radio or non-profit community-based journalistic advertisements, etc.).
- Task 6. Provide appropriate logistical support, including appropriate meeting facilities and equipment, childcare as needed, and appropriate food and beverages.
- Task 7. Provide written summary of comments received for any outreach activity coordinated by the Organization.

Translation services, if needed, will be provided by MTC.

## VII. Budget and Payment Process

MTC seeks assistance from each Organization over a series of meetings spanning multiple fiscal years. For the current fiscal year (through June 30, 2011), the maximum budget available for each Organization to implement a single outreach event or effort is \$5,000. An additional \$5,000 is expected to be available for outreach assistance in each of the two subsequent fiscal years (2011-2012 and 2012-2013), subject to available budget. Thus, a total of \$15,000 is anticipated to be available to each Organization over the duration of this effort (through Fiscal Year 2012-2013).

The selected Organizations will receive \$2,500 upon completion of Tasks 1 and 2 of each outreach effort or event, listed in Section VI, Scope of Work and Schedule above. An additional \$2,500 will be paid upon successful completion of all tasks for each outreach effort or event listed in Section VI, Scope of Work and Schedule above.

## VIII. Proposal Content

Each proposal should include:

- 1. A cover letter signed by an individual authorized to solicit business and enter into contracts for your Organization, including the name, address and telephone number of a contact person, if different from the signatory.
- 2. A statement briefly describing:
  - Your Organization's work;
  - Your Organization's qualifications and previous experience in organizing and mobilizing your community(ies) around public policy issues;
  - Effective public outreach and involvement strategies your Organization has used in the past:
  - Your knowledge of, and prior involvement in transportation and/or land use studies or planning efforts;
  - Any ethnic minority groups that are part of the Community of Concern your Organization represents, including Hispanic/Latino, African American, Asian, Southeast Asian or Native American; and
  - Whether your Organization routinely deals with populations who are of limited English proficiency.
- 3. A description of the Community of Concern or group within the community that will be targeted for engagement in this effort.
- 4. Resumes or work summaries of the personnel your Organization intends to use to perform the work.
- 5. A list of names of your Organization's policy board, if any.

- 6. Any anticipated logistical requirements such as translation services or childcare that your Community members will need to fully participate in this outreach.
- 7. A signed California Levine Act statement (attached as *Appendix A*).
- 8. Submit a signed Insurance Provision Document (attached as *Appendix B-1*)

#### IX. Proposal Evaluation

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the RFPs for responsiveness. Any RFP that does not meet the minimum qualifications in Section V, or include enough information to permit the evaluators to rate the RFP in any one of the evaluation criteria listed below will be considered non-responsive and will not be evaluated. An RFP that fails to include one or more items requested in Section VIII of this RFP may still be considered responsive, if evaluation of every criterion is still possible.

MTC reserves the right to request additional information from responsive (but not nonresponsive) submitters prior to evaluation.

Responsive RFPs will be reviewed by an evaluation panel consisting of staff from MTC, ABAG and other partner agencies based on the following criteria, which are listed in order of relative importance:

- 1. The Organization's experience in organizing and mobilizing its community(ies) around public policy issues.
- 2. Knowledge and experience surrounding transportation and land use issues and previous planning efforts.
- Qualifications of key personnel, particularly in the area of community outreach, community advocacy and public involvement work, including effective oral communication skills.
- 4. Experience in working with a wide range of ethnic and low-income community members.
- 5. Location of Community of Concern. MTC seeks overall geographic diversity among the selected Organizations. All things being equal, the panel will favor an Organization representing a Community of Concern that enhances geographic diversity.

Following the evaluation, the panel may elect to recommend award to a particular proposer or develop a "short list" of proposers with a reasonable likelihood of being awarded the Contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation

Following interviews of the short-listed Organizations (if held), the evaluation panel will conduct the final evaluation, based on the written proposals and oral interviews. The panel will then recommend one or more Organization(s) to the Executive Director. If he agrees with the recommendation, he will forward it to the Administration Committee for approval.

MTC reserves the right not to convene interviews and to make an award on the basis of written proposals alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

After the Administration Committee has authorized the award, MTC reserves the right in its sole discretion to determine which Organization(s), based upon the evaluation criteria, available resources, and ability to perform according to the required schedule, best suits each outreach effort or event.

# X. Selection Timetable

February 4, 2011, 4 p.m.	Deadline for requests for clarification,
	exception or modification of standard
	contract or other RFP provisions

February 11, 2011, 4 p.m.	Deadline for protest of RFP provisions (no
	later than three working days prior to date
	proposals ara dua)

proposals are due)

February 16, 2011, 4 p.m.	Closing date and time for receipt of
	proposals

February 22 and 23, 2011 Interviews (if held)
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March 9, 2011	Recommendation to MTC's
	Administration Committee

March 2011 Execution of Contract

## **XI.** Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of particular Organization(s) on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date proposals are due, for objections to RFP provisions; or

- 2. No later than three (3) working days after the date the proposer is notified that it was found to be non-responsive or failed to meet minimum qualifications; or
- 3. No later than three (3) working days after the date on which the contract is authorized or the date the firm is notified that it was not selected, whichever is later, for objections to Organization selection.

The MTC Executive Director or a designated representative will appoint a staff review officer to consider the protest. The Executive Director (or designee) will respond to the protest in writing, based on the recommendation of a staff review officer. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director. Authorization to award a contract to a particular firm by MTC 's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

The evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

### **XII.** General Conditions

MTC will not reimburse any Organization(s) for costs related to preparing and submitting a proposal. Materials submitted by the Organization(s) are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix B*, <u>Synopsis of Provisions in MTC's Standard Contractor Agreement</u>. If an Organization(s) wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Organization(s) will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures in this RFP.

The selected Organization(s) will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix B-1*, <u>Insurance Requirements</u>. Organization(s) agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix B-1*, <u>Insurance Requirements</u>, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions above. If such objections are not

brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

# XIII. Authority to Commit MTC

The MTC Executive Director will recommend Organization(s) to the Administration Committee, who will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,

Steve Heminger Executive Director

#### APPENDIX A

#### CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC's commissioners include: Tom Azumbrado Dorene M. Giacopini Jon Rubin Tom Bates Federal D. Glover Bijan Sartipi Scott Haggerty James P. Spering Dave Cortese Dean J. Chu Anne W. Halsted Adrienne J. Tissier Amy Rein Worth Chris Daly Steve Kinsey Bill Dodd Sue Lempert Ken Yeager Jake Mackenzie 1 Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications? YES If yes, please identify the commissioner: Do you or your company, or any agency on behalf of you or your company, anticipate or plan to 2. make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract? NO If yes, please identify the commissioner: Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract. (SIGNATURE OF AUTHORIZED OFFICIAL) DATE (TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

#### APPENDIX B

#### SYNOPSIS OF PROVISIONS IN MTC'S STANDARD LETTER AGREEMENT

The selected Organization will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide proposers with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

<u>Termination</u>: MTC may, at any time, terminate the Agreement upon five (5) day advance written notice to Organization. Upon termination, MTC will reimburse the Organization for its costs for incomplete work up to the date of termination not to exceed the maximum amount payable under the Agreement.

<u>Insurance Requirement</u>: See *Appendix B-1*.

<u>Independent Contractor</u>: Organization is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Organization shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

<u>Indemnification</u>: Organization agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Organization in connection with the agreement. Organization agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Organization shall pay the full cost of the defense and any resulting judgments.

<u>Data Furnished by MTC</u>: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Organization by MTC for use by the Organization in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Preliminary Scope of Work of the Project, is conferred or implied by the Organization's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Organization in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Organization under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Organization will be required to assign all rights in copyright to such Work Product to MTC.

<u>Personnel and Level of Effort</u>: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

<u>Subcontracts</u>: No subcontracting of any or all of the services to be provided by Organization shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Organization's Records: Organization shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Organization for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

<u>Prohibited Interest</u>: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Organization may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

#### **APPENDIX B-1**

# **INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. ORGANIZATION shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (√)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
	Workers' Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of ORGANIZATION's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as ORGANIZATION is a sole proprietor with no employees.
	Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of ORGANIZATION and ORGANIZATION's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.
	MTC and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from ORGANIZATION's operations.
	Business Automobile Insurance for all automobiles owned, used or maintained by ORGANIZATION and ORGANIZATION's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
	Property Insurance covering ORGANIZATION'S own business personal property and equipment to be used in performance of this Agreement. Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the ORGANIZATION shall also be liable for the deductible.

**Deductibles:** Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

**Notice of Termination:** All ORGANIZATION policies shall provide that the insurance carrier shall give written notice to MTC at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.

**Additional Provisions:** Each policy or policies of insurance described in <u>Commercial General Liability Insurance</u>, above shall contain the following provisions:

- Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

**Certificates of Insurance:** Promptly on execution of this Agreement and prior to commencement of any work hereunder, ORGANIZATION shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. ORGANIZATION agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

**Disclaimer:** The foregoing requirements as to the types of limits of insurance coverage to be maintained by ORGANIZATION are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ORGANIZATION pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix B-1*, Indemnification.

**Subcontractor's Insurance:** ORGANIZATION shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.